



City of Santa Barbara Waterfront Department
Invitation-Notice
Request for Proposals
Date: March 15, 2011

City of Santa Barbara Waterfront Department Request for Proposal For Marina Wireless Internet Service

**Release Date: March 15, 2011
Due Date: April 06, 2011 3:00 PM**

**For additional information, please contact:
Patrick Henry, Property Management Specialist, 805-897-1961**

Company Name: _____ **Contact Person:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Telephone: (____) _____ **Fax:** (____) _____ **Fed. Tax ID#** _____

**Prices contained in this proposal are subject to acceptance within 90 calendar days.
I have read, understand, and agree to all the terms and conditions herein.**

Signed: _____ **Date:** ____/____/____

Print Name & Title: _____

**The City of Santa Barbara Waterfront Department will not be held responsible for
proposal envelopes that are lost or delayed in the mail. Facsimile or telephone proposals
will NOT be considered.**



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1. **OVERVIEW OF PROJECT**

The goal of this RFP process is to enter into a wireless internet agreement for the City of Santa Barbara Waterfront Department. It is anticipated that the program will be designed to offer the boating public, marina tenants and waterfront visitors, basic wireless internet service at a reasonable cost and billed directly to the customer. The City of Santa Barbara is seeking proposals from a qualified professional firm(s) experienced in providing this type of service to a marina.

2. **ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

Awarded Vendor	The organization/individual that is awarded and has an approved contract with the City of Santa Barbara Waterfront Department for the services identified in this RFP.
Waterfront Dept.	The City of Santa Barbara's marina and harbor and properties encompassing the Waterfront district.
Selection Committee	An independent committee comprised of representatives from the Harbor Commission and the City of Santa Barbara established to review proposals in response to the RFP, score proposals and select a vendor.
May	Indicates that something is not mandatory but permissible.
RFP	Request for Proposal
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
City	The City of Santa Barbara and any department or agency identified herein.
Vendor	An organization, firm, or individual submitting a proposal in response to this RFP.



3. SCOPE OF PROJECT

Respondents are required to provide the following:

1. Option to provide the boating public, marina tenants and waterfront visitors with internet service, billed directly to the customers. Identify upfront costs to the Vendor, maintenance response for this service and revenue sharing with the City for this option (if applicable).
2. Requested locations for the placement of the transmitters and other necessary equipment must be incorporated into the response to this RFP.

4. SUBMITTAL INSTRUCTIONS

- 4.1 In lieu of a pre-proposal conference, the Waterfront Department will accept questions and/or comments in writing. For questions regarding this RFP, submit all inquiries via email to phenry@santabarbaraca.gov by 3PM on April 01, 2011.

- 4.2 RFP Timeline:

- 4.2.1 Deadline for submitting questions: 3PM April 01, 2011

- 4.2.2 Deadline for submitting RFP's: 3PM April 06, 2011**

- 4.2.3 Evaluation period by committee: April 07-12, 2011

- 4.2.4 Harbor Commission process: April 21, 2011

- 4.2.5 City Council process: May, 2011

- 4.3 Vendors shall submit one (1) original proposal marked "ORIGINAL" and five (5) identical copies as follows:

City of Santa Barbara

Waterfront Department

132-A Harbor Way

Santa Barbara, CA 93109

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL FOR: Marina Wireless Internet Service

- 4.4 Proposals must be received by April 06, 2011 by 3:00PM.**

- 4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled as such to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.

- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- 4.7 Descriptions on how any and all equipments and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

- 4.8 The proposal must be signed by the individuals(s) legally authorized to bind the vendor.



- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative -technical proposal** and the **cost proposal**. **THE NARRATIVE -TECHNICAL PROPOSAL SHOULD NOT INCLUDE THE COST AND PRICING INFORMATION.** The narrative - technical proposal will be reviewed first and then the cost proposal. Each part should be packaged separately but submitted together.

5. **PROPOSAL AND AWARD PROCESS**

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - Demonstrated competence;
 - Experience in performance of comparable engagements;
 - Reasonableness of cost;
 - Expertise and availability of key personnel;
 - Financial stability; and
 - Conformance with the terms of this RFP.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City of Santa Barbara may also contact the references provided in response to Section 8.3; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award that is in the best interests of the City of Santa Barbara Waterfront Dept.
- 5.4 The City of Santa Barbara reserves the right to request clarification of any proposal term from prospective vendors.
- 5.5 Selected vendor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Santa Barbara reserves the right to negotiate a contract with another vendor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council.

6. **PROJECT SPECIFICATIONS**

The goal of this RFP process is to enter into a wireless internet agreement for the City of Santa Barbara's marina and waterfront area. It is anticipated that the program will be designed to offer marina customers basic wireless internet service at a reasonable cost and billed directly to the customer. The City of Santa Barbara Waterfront Dept. is seeking proposals from a qualified professional firm experienced in providing this service.

Respondents are required to provide the following:

- Option to provide basic service to the marina users, the boating public and visitors with service and billed directly to the customers. Identify upfront costs to the Vendor, maintenance response for this service and revenue sharing with the City for this option (if applicable).
- Requested locations for the placement of the transmitters and other necessary equipment must be incorporated into the response to this RFP in order to provide adequate coverage for the Waterfront area.



The selected provider will be expected to provide all equipment necessary to provide this service, to bill the subscribers directly for services and any equipment enhancement devices that may be available and to provide to the City of Santa Barbara Waterfront if applicable, compensation.

6A. City Responsibilities:

- 1) Provide or make available upon request reports, documents, records and other data deemed useful for service development;
- 2) Provide contact for focal point for progress reporting;
- 3) Provide access to the Service Provider of facilities controlled by the City of Santa Barbara for equipment installation.
- 4) Provide the Service Provider with exclusive rights to provide wireless Internet service to marina customers and waterfront users, to the extent that the City can control the provision of this service.

6B. Service Provider Responsibilities:

- 1) Install all hardware and equipment necessary to provide the service, after obtaining approval from the City of Santa Barbara for installation on City property. Contractor shall be responsible for any upgrades to locations needed to support their equipment.
- 2) Provide service to all marina tenants and visitors, at prices agreed upon by the City.
- 3) Payment of a monthly fee, based on an agreed-upon revenue sharing formula, by the 10th day of the month following service delivery.

6C. OFFICE LOCATION/TRAVEL

It is not the City's intention to house consultant or program personnel in City facilities; however, workspace necessary for acquiring information will be made available. The City will not reimburse the Service provider for personnel relocation under this contract.

6D. CONTRACT TYPE AND REVENUE FEE

The monthly revenue sharing for the proposed contract will be negotiated for a period of three (3) years with an option to renew provided that the Vendor has met and continues to meet the criteria for providing affordable wireless Internet service. Payment will be submitted each month by the 10th day of the month, based on the previous month's revenue.

6E. PROJECT APPROACH

This section should demonstrate an understanding of the scope of work. It should describe the general approach, organization and staffing. All sub-consultants and their roles should be identified. The service provider shall include a matrix/summary identifying key personnel assigned to all phases of the contract.

Each proposer shall visit the marina areas and submit with the proposal:

- a) **Proposed location for all hardware and equipment;**
- b) **Description of proposed hardware and equipment;**
- c) **Schematic depicting service coverage;**
- d) **Proposed pricing structure for marina customers and waterfront visitors;**
- e) **Proposed revenue sharing/commission structure.**



Each proposer must provide a description of service and response commitments, including, but not limited to:

- a) Response time to customer calls;**
- b) Response time to equipment failures**
- c) Limitations to service capabilities (download speeds/size, etc.)**

6F. TIMELINE

The respondent shall identify a projected timeline outlining the major steps of the program set-up and anticipated service start date.

6G. REQUIREMENTS FOR SERVICE PROVISION

Each person or entity submitting a proposal must have the capability to provide the full range of required services as detailed in the Scope of Work for this RFP. If a team submits a proposal, one person or entity must be designated as the lead.

Previous work in this field will be a heavily weighted factor in the selection process. Quality of performance on previous contracts, ability to meet project schedules, ability to communicate well with both field staff and office personnel will be some of the attributes and factors considered.

7. WARRANTY & MAINTENANCE SERVICE

Please specify in detail the following:

- 7-1. The length and terms of the warranty/maintenance and service provided with each wireless service.
- 7-2. For each wireless service, vendors must specify if subcontractors will perform warranty/maintenance/service, location(s) where warranty/maintenance/service will be performed, along with contact name and phone number for each location.

8. COMPANY BACKGROUND AND REFERENCES

8.1 PRIMARY CONTRACTOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location from which employees will be assigned.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- Company background/history and why vendor is qualified to provide the services described in this RFP.



- Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

8.2 SUBCONTRACTOR INFORMATION

8.2.1 Does this proposal include the use of subcontractors?

If "Yes", the vendor must:

- 8.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.
- 8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.
- 8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.
- 8.2.1.4 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

8.3 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

8.4 BUSINESS LICENSE

The City of Santa Barbara requires that all businesses operating in the City of Santa Barbara to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the appropriate City department. For more information, go to http://www.santabarbaraca.gov/Business/Business_License/

9. COST

Vendors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.

Vendors must submit a number of hours of service to be provided for each year of the contract, an hourly cost for services and a total fixed-price for the project budget.



10. TERMS, CONDITIONS AND EXCEPTIONS

- 10.1 This contract will be for a term of three (3) years.
- 10.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interests of the City to do so.
- 10.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 10.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 10.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Santa Barbara after all factors have been evaluated.
- 10.6 Any irregularities or lack of clarity in the RFP should be brought to the Waterfront's designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 10.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 10.8 Alterations, modifications, or variations to a proposal may not be considered unless authorized by the RFP or by addendum amendment.
- 10.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.
- 10.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 10.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor.
- 10.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 10.13 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.



- 10.14 The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to this RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the City.
- 10.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each vendor may clearly label any part of a proposal as “**CONFIDENTIAL**” provided that the vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 10.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor’s obligations.
- 10.17 The awarded vendor will be the sole point of contract responsibility. The City will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 10.18 The awarded vendor must maintain, for the duration of its contract, insurance coverage as required by the City of Santa Barbara. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage.
- 10.19 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 10.20 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the vendor’s prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 10.21 The City reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor’s proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor’s proposal, and the awarded vendor’s proposal. Specific exceptions to this general rule may be noted in the final executed contract



- 10.22 The City will not be liable for Federal, State, or Local excise taxes.
- 10.23 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 10.24 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.